

# **EXHIBIT 18**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CARMEN GOMEZ,

Plaintiff,

-against -

INOVISION-MEDCLR PORTFOLIO GROUP, LLC,  
PETER T. ROACH & ASSOCIATES, P.C.,  
KIRSCHENBAUM, PHILLIPS & ROACH, P.C.,  
TIMOTHY MURTHA, LVNV FUNDING, LLC,  
RESURGENT CAPITAL SERVICES, LP and  
NCO FINANCIAL SYSTEMS, INC.,

Defendants.

Docket No. 13-cv-07395-RWS

**DEFENDANT LVNV FUNDING,  
LLC'S RULE 68 OFFER OF  
JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant LVNV FUNDING, LLC ("LVNV"), by and through its attorneys, HINSHAW & CULBERTSON, LLP, hereby offers to allow judgment to be taken in favor of Plaintiff CARMEN GOMEZ on the claims for alleged violations of the Fair Debt Collection Practices Act, the Telephone Communications Privacy Act and the New York General Business Law § 349 in the Complaint and in favor of Plaintiff, as follows:

1. The total sum of \$4,001.00, plus reasonable attorney's fees and costs in prosecuting all of Plaintiff's claims against LVNV. The amount of reasonable attorney's fees and costs is to be agreed to by the parties or determined by the Court upon application by Plaintiff's counsel; and
2. The amounts set forth in paragraph 1 above are inclusive of all damages, fees, costs, and any and all other claimed relief; and
3. Payment as directed above shall be in full and complete satisfaction, release and discharge of any and all claims against LVNV which were brought in the Complaint or which

could have been brought by Plaintiff in this case, and Plaintiff shall take nothing further for this case as against LVNV; and

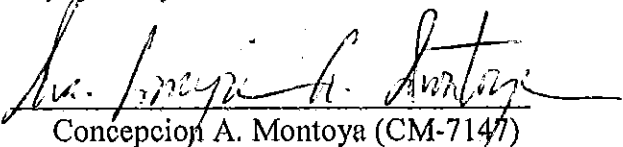
4. This Offer is made solely for the purposes specified in Rule 68 and is not to be construed as an admission that the Defendant is liable in this action, that the Plaintiff has suffered any damages, or for any other reason; and

5. This Offer is made in the interest of judicial economy to the Court, the parties and their attorneys. The amounts specified in this Offer are in total settlement of the claims in this action, and said judgment herein is to have no effect whatsoever except in resolution of this case as set forth in Rule 68. Plaintiff shall not recover any fees, costs or other damages separate from this Offer; and

6. As set forth in Rule 68, this Offer shall only be valid for fourteen (14) days from the date of service hereof and may be accepted within that period by service of written notice thereof. If this Offer is not accepted by Plaintiff and the judgment finally obtained by Plaintiff is not more favorable than this Offer, the Plaintiff must pay her costs incurred after making this Offer, as well as the Cost of Defendant LVNV as allowed by the law of this Circuit.

Dated: New York, New York  
March 4, 2014

HINSHAW & CULBERTSON LLP  
*Attorneys for Defendant LVNV FUNDING, LLC*

By:   
Concepcion A. Montoya (CM-7147)

800 Third Avenue, 13<sup>th</sup> Floor  
New York, New York 10022  
Tel: (212) 471-6200  
Fax: (212) 935-1166

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TO: Ahmad Keshavarz  
Law Offices of Ahmad Keshavarz  
*Attorney for Plaintiff*  
16 Court Street, 26th Floor  
Brooklyn, New York 11241-1026  
Tel: (718) 522-7900

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CARMEN GOMEZ,

Plaintiff,

-against -

INOVISION-MEDCLR PORTFOLIO GROUP, LLC,  
PETER T. ROACH & ASSOCIATES, P.C.,  
KIRSCHENBAUM, PHILLIPS & ROACH, P.C.,  
TIMOTHY MURTHA, LVNV FUNDING, LLC,  
RESURGENT CAPITAL SERVICES, LP and  
NCO FINANCIAL SYSTEMS, INC.,

Defendants.

Docket No. 13-cv-07395-RWS

**AMENDED RULE 68 OFFER OF  
JUDGMENT BY DEFENDANTS  
LVNV FUNDING, LLC AND  
RESURGENT CAPITAL SERVICES,  
LP**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants LVNV FUNDING, LLC ("LVNV") and RESURGENT CAPITAL SERVICES, LP ("Resurgent"), by and through their attorneys, HINSHAW & CULBERTSON, LLP, hereby offer to allow judgment to be taken in favor of Plaintiff CARMEN GOMEZ on the claims for alleged violations of the Fair Debt Collection Practices Act, the Telephone Communications Privacy Act and the New York General Business Law § 349 in the Complaint and in favor of Plaintiff, as follows:

1. The total sum of \$4,001.00, plus reasonable attorney's fees and costs in prosecuting all of Plaintiff's claims against LVNV and Resurgent. The amount of reasonable attorney's fees and costs is to be agreed to by the parties or determined by the Court upon application by Plaintiff's counsel; and
2. The amounts set forth in paragraph 1 above are inclusive of all damages, fees, costs, and any and all other claimed relief; and

3. Payment as directed above shall be in full and complete satisfaction, release and discharge of any and all claims against LVNV and Resurgent which were brought in the Complaint or which could have been brought by Plaintiff in this case, and Plaintiff shall take nothing further for this case as against LVNV and Resurgent; and

4. This Offer is made solely for the purposes specified in Rule 68 and is not to be construed as an admission that the Defendants LVNV and Resurgent is liable in this action, that the Plaintiff has suffered any damages, or for any other reason; and

5. This Offer is made in the interest of judicial economy to the Court, the parties and their attorneys. The amounts specified in this Offer are in total settlement of the claims in this action, and said judgment herein is to have no effect whatsoever except in resolution of this case as set forth in Rule 68. Plaintiff shall not recover any fees, costs or other damages separate from this Offer.

Dated: New York, New York  
March 24, 2014

HINSHAW & CULBERTSON LLP  
*Attorneys for Defendant LVNV FUNDING, LLC  
and RESURGENT CAPITAL SERVICES, LP*

By: 

Concepcion A. Montoya (CM-7147)

800 Third Avenue, 13<sup>th</sup> Floor  
New York, New York 10022  
Tel: (212) 471-6200  
Fax: (212) 935-1166

TO: Ahmad Keshavarz  
Law Offices of Ahmad Keshavarz  
*Attorney for Plaintiff*  
16 Court Street, 26th Floor  
Brooklyn, New York 11241-1026  
Tel: (718) 522-7900

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CARMEN GOMEZ,

Plaintiff,

-against -

INOVISION-MEDCLR PORTFOLIO GROUP, LLC,  
PETER T. ROACH & ASSOCIATES, P.C.,  
KIRSCHENBAUM, PHILLIPS & ROACH, P.C.,  
TIMOTHY MURTHA, LVNV FUNDING, LLC,  
RESURGENT CAPITAL SERVICES, LP and  
NCO FINANCIAL SYSTEMS, INC.

Defendants.

Docket No: 13-cv-07395-RWS

**AFFIDAVIT OF SERVICE**

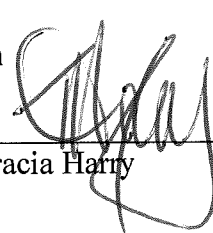
STATE OF NEW YORK     )  
                                          ) SS.:  
COUNTY OF NEW YORK    )

TRACIA HARRY, being duly sworn, deposes and states:

I am over the age of eighteen (18) years, am not a party to the captioned action and I am an employee of the law firm of Hinshaw & Culbertson LLP, located at 800 Third Avenue, 13<sup>th</sup> Floor, New York, New York 10022.

On March 24, 2014, I caused a true copy of the within **Amended Rule 68 Offer of Judgment by Defendants LVNV Funding, LLC's and Resurgent Capital Services, LP's** to be served by overnight mail in a sealed envelope, addressed to the last known address of the addressee indicated below:

**AHMAD KESHA VARZ**  
**AHMAD KESHA VARZ, LAW OFFICES**  
**Attorneys for Plaintiff**  
**16 Court Street, 26th Floor**  
**Brooklyn, New York 11241**  
**Tel: (718) 522-7900**  
**Fax: (877) 496-7809**  
**Email: ahmad@newyorkconsumerattorney.com**

  
\_\_\_\_\_  
Tracia Harry

Sworn to before me this  
24<sup>th</sup> day of March, 2014

  
\_\_\_\_\_  
Notary Public

**KHARDEEN SHILLINGFORD**  
**Notary Public, State of New York**  
**No. 02SH6179074**  
**Qualified in Bronx County**  
**Commission Expires June 14, 2016**